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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

NEW JERSEY MANUFACTURERS
INSURANCE GROUP a/s/o ANGELA
SIGISMONDI,

Plaintiff,

v.

AMAZON.COM, INC. and ABC
CORPORATION 1-10 and JOHN DOES
1-10,

Defendants.

Civil Action No. 2:16-9014
(MCA)(MAH)

**AMAZON.COM, INC.'S LOCAL RULE 56.1 STATEMENT OF
MATERIAL FACTS NOT IN DISPUTE**

Defendant Amazon.com, Inc. ("Amazon"), by its undersigned attorneys, and pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 56.1, hereby submits this Statement of Material Facts Not in Dispute:

1. Paradise 00 was a third-party seller that listed and sold products on Amazon.com. (Declaration of Damon Jones (“Jones Decl.”) ¶¶ 4-6)

2. On November 8, 2015, Angelo Gencarelli purchased a hoverboard from Paradise 00 on Amazon.com. (*See* Jones Decl. ¶¶ 4, 5, Ex. A; Declaration of Beth Rose (“Rose Decl.”) Ex. A, Gencarelli Dep. Ex. D-3)

3. As a third-party seller, Paradise 00 was responsible for sourcing the hoverboard, setting the price, holding title to the hoverboard, and developing the product offer that Mr. Gencarelli accepted. (Jones Decl. ¶¶ 10-12, Ex. C - BSA § S-2.1)

4. Paradise 00 set the price for the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶¶ 10-12)

5. Paradise 00 shipped the hoverboard to Mr. Gencarelli. (Jones Decl. ¶¶ 5, 13, Ex. A at “Fulfilled by”)

6. Amazon did not design the hoverboard that Mr. Gencarelli purchased, nor did Amazon design the hoverboard’s components. (Jones Decl. ¶ 13)

7. Amazon did not formulate the hoverboard that Mr. Gencarelli purchased, nor did Amazon formulate the hoverboard’s components. (Jones Decl. ¶ 13)

8. Amazon did not produce the hoverboard that Mr. Gencarelli purchased, nor did Amazon produce the hoverboard's components. (Jones Decl. ¶ 13)

9. Amazon did not create the hoverboard that Mr. Gencarelli purchased, nor did Amazon create the hoverboard's components. (Jones Decl. ¶ 13)

10. Amazon did not make the hoverboard that Mr. Gencarelli purchased, nor did Amazon make the hoverboard's components. (Jones Decl. ¶ 13)

11. Amazon did not construct the hoverboard that Mr. Gencarelli purchased, nor did Amazon construct the hoverboard's components. (Jones Decl. ¶ 13)

12. Amazon did not manufacture the hoverboard that Mr. Gencarelli purchased, nor did Amazon manufacture the hoverboard's components. (Jones Decl. ¶ 13)

13. Amazon did not package or label the hoverboard that Mr. Gencarelli purchased, nor did Amazon package or label the hoverboard's components. (Jones Decl. ¶¶ 13, 14, Ex. C - BSA § S-2.1)

14. Amazon did not supply or ship the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶¶ 11-13)

15. Amazon did not provide any warranty on the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶¶ 11-13)

16. Amazon never possessed or touched the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶¶ 5, 13)
17. Amazon did not lease the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
18. Amazon did not install the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
19. Amazon did not prepare the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
20. Amazon did not assemble the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
21. Amazon did not blend the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
22. Amazon did not market the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
23. Amazon did not repair the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
24. Amazon did not maintain the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶ 13)
25. Amazon never obtained title to the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶¶ 12, 13).

26. Third-party sellers, not Amazon, provided the content for the product detail page for the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶¶ 11, 15)

27. Amazon published the content that third-party sellers provided for the product detail page for the hoverboard that Mr. Gencarelli purchased. (Jones Decl. ¶¶ 11, 15)

28. Amazon made no statements or representations about the hoverboard on the product detail page from which Mr. Gencarelli placed his order. (Jones Decl. ¶¶ 11, 15)

29. Amazon.com is a public website and an information service and system designed so that multiple users can access the servers and browse the website at the same time. (Jones Decl. ¶¶ 6, 7)

Dated: December 6, 2019

Respectfully submitted,

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